



Commonwealth of Massachusetts State Ethics Commission

One Ashburton Place, Room 619, Boston, MA, 02108
phone: 617-727-0060, fax: 617-723-5851



SUFFOLK, ss.

**COMMISSION ADJUDICATORY
DOCKET NO. 600**

IN THE MATTER OF NORMAN MELANSON

DISPOSITION AGREEMENT

This Disposition Agreement ("Agreement") is entered into between the State Ethics Commission ("Commission") and Norman Melanson ("Melanson") pursuant to Section 5 of the Commission's Enforcement Procedures. This Agreement constitutes a consented to final Order enforceable in the Superior Court, pursuant to G.L. c. 268B, §4(j).

On February 10, 1999, the Commission initiated, pursuant to G.L. c. 268B, §4(a), a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, by Melanson. The Commission has concluded its inquiry and, on October 20, 1999, found reasonable cause to believe that Melanson violated G.L. c. 268A.

The Commission and Melanson now agree to the following findings of fact and conclusions of law:

1. At all relevant times, Melanson was a Board of Assessors ("BOA") member for the City of Leominster. As a BOA member, Melanson was a municipal employee as that term is defined in G.L. c. 268A, §1(g).
2. The BOA is a three member, full time, compensated working board. All of the BOA's members are appointed by the mayor.^{1/} The BOA is responsible for the valuation of real estate for tax purposes.
3. Vision Appraisal Technology ("Vision") is a company that provides computer software and technical support to municipalities regarding property assessments. Between 1993 and the present, Vision has received several contracts from Leominster totaling in excess of \$400,000.^{2/ 3/}
4. Melanson, as an assessor, participated in the award of the above-described Leominster/Vision contracts.
5. Melanson's involvement with Vision contracts included preparing the contract specifications, submitting them to the purchasing agent, subsequently reviewing and double-checking the chief assessor's work to ensure bids met the minimum criteria and minimum specifications and performing evaluations of the contractors.
6. In the spring of 1997, Vision installed a new Windows-based valuation software program into the city assessors' office's computers. At that point, Melanson's computer experience was limited, and he had had no experience with the new valuation software or Windows itself. Consequently, Melanson needed to spend a considerable amount of time

familiarizing himself with the new software program. To that end, it appears that Vision loaned Melanson a computer loaded with the program to be used by him at his home.^{4/}

7. Melanson used the computer for both assessor and personal use.

8. There was no documentation of the loan of the computer from Vision to Melanson. Melanson did not disclose his possession of the computer to his appointing authority.

9. The computer was valued at approximately \$1,000. To lease a comparable computer would have cost approximately \$75 per month.

10. Vision has loaned several computers to towns for business purposes. Vision was unable to produce, however, any case where it loaned a computer to a public official for home use.

11. In or about the summer 1997, the chairman of the board of assessors came to Melanson's house to load certain game software onto the computer. Melanson did not tell the chairman that the computer was on loan from Vision.

12. In October 1997, certain city officials, having learned that Melanson had possession of Vision's computer, criticized Melanson for having the computer. Melanson promptly returned the computer to Vision.

13. General Laws chapter 268A, §23(b)(3), in relevant part, prohibits a municipal employee from, knowingly or with reason to know, acting in a manner which would cause a reasonable person having knowledge of the relevant circumstances, to conclude that any person can improperly influence the employee or unduly enjoy the employee's favor in the performance of the employee's official duties, or that the employee is likely to act or fail to act as the result of kinship, rank, position or undue influence of any part or person.

14. By accepting a loan of a \$1,000 computer from Vision for use at his home, which computer could be readily used for personal or assessor-related purposes, by failing to disclose this arrangement to anyone in his department, by keeping the computer for much longer than necessary to familiarize himself with the valuation software, and by failing to return the computer to Vision until city officials made an issue of it, all while Melanson, as an assessor, had and would be participating in several large contracts Vision had with city, Melanson knowingly acted in a manner which would cause a reasonable person with knowledge of the relevant circumstances to conclude that Vision could improperly influence Melanson or unduly enjoy Melanson's favor in the performance of his official duties as assessor. In so doing, Melanson violated §23(b)(3).^{5/ 6/}

In view of the foregoing violations of G.L. c. 268A by Melanson, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Melanson:

(1) that Melanson pay to the Commission the sum of five hundred dollars (\$500.00) as a civil penalty for violating G.L. c. 268A as stated above; and

(2) that Melanson waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party.

DATE: December 29, 1999

1/Melanson was first appointed to the BOA in 1984. From 1994 to April 1997, Melanson was acting chief assessor. In April 1997, a new chief assessor was appointed and Melanson became a regular BOA member.

2/In Leominster, all city contracts are handled by the purchasing agent. The city's contracting system starts with the contracting agency drawing up the contract specifications. Using the specifications drawn up by the contracting agency, the city's purchasing department develops the request for proposal ("RFP"). The contracting agency reviews the RFP to ensure that the specifications are correct and the contract is put out for bid. Bids are reviewed by the contracting agency to ensure that they meet the contract specifications. The contracting agency ranks the bidders based on their analysis of the technical specifications and then the purchasing department awards the contract.

3/Total contracts awarded between 1993 and 1996 amounted to \$419,560 (1993 four year term \$286,560 contract; March 1996 \$98,000 contract; and October 1996 \$35,000 contract). Vision was subsequently awarded additional contracts with Leominster.

4/Melanson and Vision employees testified credibly that the computer was loaned to Melanson for a legitimate business purpose (i.e., for Melanson to learn the new software); it was not a gift nor was it intended for Melanson's private use.

5/Melanson could have avoided violating §23(b)(3) by disclosing the relevant facts to his appointing authority, the mayor. Melanson, however, made no such disclosure.

6/There would not have been an appearance problem if Vision had publicly given and/or loaned the computer to the assessors' office. On the other hand, if the computer had been given to Melanson as a gratuity for his personal use at home for or because of official acts or acts within his official responsibility performed or to be performed by him, both Vision and Melanson would have violated G.L. c. 268A, §3.